

04-849-MBB

ESCROW AGREEMENT

ESCROW AGREEMENT, entered into this 30th day of July, 2004 among Yuly Grande and Rodrigo DaSilva (the "Sureties"), and Michael J. Sullivan in his official capacity (the "United States Attorney"), and Tony Anastas, in his official capacity as Clerk of the United States District Court, (the "Escrow Agent").

WHEREAS the Surety is desirous of effecting the release of Julio Daniel Grande (the "Defendant") on the terms and conditions set forth in an Order Setting Conditions of Release (the "Release Order") entered by the Honorable Marianne B. Bowler, United States Magistrate-Judge.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The Sureties shall (1) execute a Quitclaim Deed to the Real Estate located at 5788 N. Cranberry Blvd., North Port, FL in favor of the United States of America and (2) deliver same to the Escrow Agent to be held in escrow pursuant to the terms of this Agreement.

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2. The Sureties further agrees to execute any additional documents and take any action necessary to effectuate the transfer of the Real Estate and facilitate the sale of such property upon order of the Court in the event that the Defendant is found to be in default of the terms and conditions of the Release Order.

3. The Escrow Agent shall hold the deed in escrow under the following terms and conditions:

A. In the event the Defendant fails to appear as required at all proceedings in Magistrate-Judge's No. 04-0849-MBB or otherwise violates any condition of bail, and Defendant is declared to be in default by a judicial officer of the United States District Court for the District of Massachusetts, then, upon order of the Court, and lieu of or in addition to foreclosure proceedings on any mortgage granted by the Surety, the Escrow Agent shall tender the Quitclaim Deed to the United States Attorney and he shall cause the same to be immediately recorded without notice to the Sureties. Any requirement that foreclosure proceedings be commenced upon any mortgage granted by the Sureties in connection with Criminal No. 04-00849-MBB is expressly waived by the Sureties.

B. This agreement shall terminate upon the final

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disposition of Criminal No. 04-0849-MBB and written discharge of the bond provided to the Surety by the United States of America. Upon such termination, the Escrow Agent and upon order of the Court, shall deliver the Quitclaim Deed to the Surety.

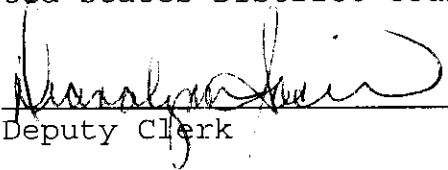
4. The validity and construction of this Agreement shall be governed by the law of the Commonwealth of Massachusetts.

5. This Escrow Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and personal representatives.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.


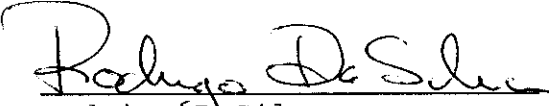
ESCROW AGENT:
TONY ANASTAS, Clerk
United States District Court

By 
Deputy Clerk

MICHAEL J. SULLIVAN,
UNITED STATES ATTORNEY

By 
Assistant U.S. Attorney

SURETIES:


Yuly Grande

Rodrigo DaSilva

STATE OF FLORIDA

July 24, 2004

Then personally appeared Rodrigo DaSilva and Yuly Grande and acknowledged the foregoing to be their free act and deed before me.


NOTARY PUBLIC

My Commission Expires: _____

